

# CHINA



# MAIL.

Established February, 1845.

Published every Evening, with which is incorporated The "Hongkong

HONGKONG, MONDAY, FEBRUARY 21, 1876.

Evening Mail and Shipping List."

VOL. XXXII. No. 3947. 二月廿一號

正年子丙

PRICE, \$24 PER ANNUM.

## AGENTS FOR THE CHINA MAIL.

LONDON.—K. ALGAR, 8, Clement's Lane, Lombard Street, GEORGE STREET, 30, CORNELL, GORDON & GOTCH, 121, Holborn Hill, E.C. BATES, HENDY & CO., 4, Una Jewry, E.C. SAMUEL DEACON & CO., 150 & 162, Leadenhall Street.

NEW YORK.—ANDREW WIND, 133, Nassau Street.

AUSTRALIA, TASMANIA, AND NEW ZEALAND.—GORDON & GOTCH, Melbourne and Sydney.

SAN FRANCISCO and American Ports generally.—BEAR & BLACK, San Francisco.

CHINA.—SWATOW, QUELCH & CAMPBELL, AMoy, GILES & CO., FOOCHOW, HEDEN & CO., SHANGHAI, LANE, CRAWFORD & CO., and KELLY & CO., MANILA, C. HUMPHREY & CO., MACAO, L. A. DA GAMA.

## Banks.

COMPTOIR D'ESCOMpte DE PARIS.

INCORPORATED BY NATIONAL DECREES OF 7TH AND 8TH MARCH, 1848.

BY IMPERIAL DECREES OF 25TH JULY, 1854, AND 31ST DECEMBER, 1866.

Recognised by the  
INTERNATIONAL CONVENTION OF  
30TH APRIL, 1862.

France. £ Sterling.  
PAID-UP CAPITAL, ... 80,000,000 3,200,000  
RESERVE FUND, ..., 20,000,000 800,000

HEAD OFFICE.—14, Rue Bergère, Paris.  
LONDON AGENCY.—144, Leadenhall St., E.C.

AGENTS.—At Nantes, Lyons, Marseilles, Brussels, Bombay, Calcutta, St. Denis (Ile de la Réunion), Hongkong, Shanghai and Yokohama.

London BANKERS.—Bank of England, Union Bank of London.

HONGKONG AGENCY.

INTEREST ALLOWED  
ON Current Deposit Account at the rate of 2 per cent. per annum on the monthly minimum balances, and on Fixed Deposits at rates which may be ascertained at the offices.

CHR. DE GUIGNÉ,  
Manager.

Office in Hongkong: Bank Buildings, Queen's Road, Hongkong, May 14, 1875.

HONGKONG & SHANGHAI BANKING CORPORATION.

PAID-UP CAPITAL, ... 5,000,000 Dollars.  
RESERVE FUND, ..., 100,000 Dollars.

COURT OF DIRECTORS.

Chairman.—E. R. BELLIOS, Esq.

Deputy Chairman.—AD. ANDRE, Esq.

J. F. CORDES, Esq. S. W. POMEROY, Esq.

H. HOPEWELL, Esq. F. D. SABSON, Esq.

A. MOLYER, Esq.

CHIEF MANAGER.

Hongkong. JAMES GREIG, Esq.

Manager.

Shanghai. E. WEN C. CAMERON, Esq.

LONDON BANKERS.—London and County Bank.

HONGKONG.

INTEREST ALLOWED

ON Current Deposit Accounts at the rate of 1 per cent. per annum on the daily balance.

On Fixed Deposits:—

For 3 months, 2 per cent. per annum.  
" 6 " 4 per cent. " "  
" 12 " 6 per cent. " "

LOCAL BILLS DISCOUNTED.

Credits granted on approved Securities, and every description of Banking and Exchange business transacted.

Drafts, granted on London, and the chief Commercial places in Europe, India, Australia, America, China and Japan.

JAMES GREIG,

Chief Manager.

Offices of the Corporation.

No. 1, Queen's Road East, Hongkong, February 17, 1876.

TAKASIMA COLLIERY.

JARDINE, MATHESON & CO., Agents.

FOR SALE.

FRESH Takasima COAL, in lots to suit purchasers. Large Handpicked, Double-screened at \$8 per Ton. SMALL, at \$6 per Ton.

Apply to

T. G. GLOVER,  
No. 7, Queen's Road and at East Point, Hongkong, December 3, 1875.

## Notices of Firms.

### NOTICE.

I have this day authorized Mr. J. Y. V. SHAW to sign my name per procuration.

A. MAG. HEATON.

Hongkong, January 1, 1876.

### COMPAGNIE DES MESSAGERIES MARITIMES.

### NOTICE.

FROM this date and until further notice, Mr. G. DE CHAMPAUX will act, at this Port, as Agent of the above Company.

By Order of the Directors,

C. BERTRAND.

Hongkong, January 29, 1876.

### NOTICE.

THE interest and responsibility of the late Mr. SIDNEY DEACON in our Firm, ceased on the 31st December last.

Mr. ALFRED T. DUVAL was admitted a Partner therein on the 1st ultimo.

DEACON & CO.

Canton, February 1, 1876.

### NOTICE.

WE have established branches of our Firm at Haiphong and Hanoi. Mr. CONSTANTIN is authorized to sign by procuration in Tonquin.

LANDSTEIN & CO.

Hongkong, December 31, 1875.

### NOTICE.

MR. MEYER ELLAS SASSON has been admitted a Partner in our Firm from the 1st January ultimo.

E. D. SASSON & CO.

Hongkong, February 3, 1876.

### NOTICE.

THE Undersigned have entered into Co-partnership from the First day of January, 1876, in the Business of Shipbrokers at this Port, under the style of MORRIS & RAY.

A. G. MORRIS.

E. C. RAY.

Bank Buildings, Hongkong, February 3, 1876.

## Intimations.

WANTED to CHARTER a VESSEL to carry 300 to 500 Tons large Takasima Coal, either from Hongkong or Nagasaki to Providence Bay, Behring's Straits, in Lat. 64 deg. 22m. 30.7s. N., Long. 173 deg. 17m. 18.5s. W. To arrive about 12th June.

Tenders cannot be received after 21st Instant.

For Particulars, apply, between 9 and 11 a.m., to

Captain NOVOSILSKY,  
H.I.R.M.S. "VADNIOR,"

Hongkong, February 18, 1876.

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G. O. ROGERS, DENTAL SURGEON, No. 7, ARBUTHNOT ROAD, will be absent at Canton for a few days from the 26th instant.)

Hongkong, February 18, 1876.

HOTEL DES COLONIES, SHANGHAI.

LES Propriétaires de l'Hotel de Colonies ont l'honneur d'informier M. M. les Voyageurs qu'ils viennent d'annexer à leur restaurant, dont le hameau renommé est si bien connue, une nouvelle maison, y attenant, qui leur permet d'offrir des Chambres. Splendides réunissant tout le confortable, désirable, Chambres pour familles, Salles de Bains, &c. &c.

Voitures à la disposition de M. M. les Voyageurs. La Salle de Billard et la Barre sont complètement séparées de l'Hotel, ce qui est une sécurité pour le bien être des visiteurs.

Les soins les plus minutieux apportés dans tous les services sont une garantie pour M. M. les Voyageurs dont le patronage est sollicité.

A. SCISEON & CO., Propriétaires, Shanghai, le 10 Février, 1876.

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NOTICE TO SHAREHOLDERS.

THE DIVIDEND declared for the half-year ending on 31st December last, at the rate of 8 per cent. per annum, say \$8.75 per paid-up Share of \$125, is payable on and after FRIDAY, the 16th Instant, at the Offices of the Corporation, where Shareholders are requested to apply for Warrant.

By Order of the Board of Directors,  
JAMES GREIG,

Chief Manager.

Offices of the Corporation.

No. 1, Queen's Road East, Hongkong, February 17, 1876.

TAKASIMA COLLIERY.

JARDINE, MATHESON & CO., Agents.

FOR SALE.

FRESH Takasima COAL, in lots to suit purchasers. Large Handpicked, Double-screened at \$8 per Ton. SMALL, at \$6 per Ton.

Apply to

T. G. GLOVER,

No. 7, Queen's Road and at East Point, Hongkong, December 3, 1875.

fe23

## Intimations.

### HONGKONG AND WHAMPOA DOCK COMPANY, LIMITED.

### NOTICE TO SHAREHOLDERS.

THE Ordinary Year MEETING of the Shareholders will be held at the Office of the Company, Club Chambers, on MONDAY, the 28th February, at 3 p.m., for the purpose of receiving a Statement of Accounts to 31st December, 1875, the Report of the Directors; for the election of Directors, and Auditors; also to declare a Dividend.

By Order of the Board,

D. GILLIES,

Secretary,

Hongkong, February 12, 1876.

### HONGKONG AND WHAMPOA DOCK COMPANY, LIMITED.

### NOTICE.

THE Transfer BOOKS of the Company will be CLOSED from the 16th to the 26th instant, both days included.

By Order,

D. GILLIES,

Secretary,

Hongkong, February 12, 1876.

## Entertainments.

### HONGKONG CHORAL SOCIETY.

### PROGRAMME OF CONCERT

To be given at the

CITY HALL,

on

Tuesday Evening,

February 22, 1876,

COMMENCING AT 9 O'CLOCK.

### For Sale.

### PUBLIC AUCTION.

### SUBSTANTIAL ENGLISH AND COLO- NIAL MADE

### HOUSEHOLD FURNITURE,

### ENGRAVINGS, GLASS-WARE,

### PLATED-WARE, PIANO,

do., do., do.

### PART I.

No. 1. Quintette.—Pianoforte, Two Violins, Viola, and Violoncello, Andante and Intermezzo. Carl Reinecke Op. 83.

No. 2. Chorus.—"Lift up your heads,"—Messiah.

No. 3. Bass Solo.—"Jagdlied,"—Mendelssohn.

## For Sale.

## CLEARANCE SALE.

SAYLE & Co. will offer, on and after TUESDAY Next, the 18th Instant, the remainder of their Winter Stock at Greatly Reduced Prices, consisting of:—

Winter Costumes and Polonaises. Ladies' Jackets and Mantillas. Fancy Dress materials of all kinds. Wool Plaids and Flannels.

Silks and Poplins.

Wool Shawls and Cloaks.

Trimmed and Untrimmed Hats and Bonnets.

Fancy Wool Goods.

Lace and Linen Sets.

Scarves and Sashes.

Boys' Suits.

Children's Dresses.

&c., &c., &c.

VICTORIA EXCHANGE,  
Queen's Road & Stanley Street.

## INTELLIGENCES.

## NOTICE IN EXPLANATION OF A SLANDER.

THE principles of right or wrong will reveal themselves in course of time, and this saying is clearly set forth in the History of China. When undue reliance is placed on statements by word of mouth, a good argument is always wanting, and this is what the Book of Changes has always guarded people against. If a man is not guilty of anything seriously wrong, is it likely that he will submit himself to be killed?

With regard to Lai Ming Chun, he is indeed a bare-faced fellow, and one who has no regard for anything. On the 27th day of the 10th Moon last year (24th November 1875), he slandered Measra, Tsangshun Yee and Woo Lin Tak by falsely accusing them of being engaged in the nefarious trade of selling people for the purposes of emigration, and that in their transactions they were in fact kidnappers. And finally, he recorded the same in the *Tsun Wan Yat Po*, (The Universal Circulating Herald), so that Measra Tsang and Woo had thought of suing him before the local authorities, so that he might be punished for libelling people's character. Fortunately for him, however, Lai Ming Chun learnt in time of his own wrong in slandering the character of good men, and now he has voluntarily consented to pay the penalty of bearing the legal expenses in the sum of \$800, and to pay also (into the poor box) \$25, for the relief of the Hongkong poor; also, from his own funds, to pay the costs of inserting in the Chinese and foreign newspapers, three of each, for the period of one month, an article, in order to redeem himself from what he has been guilty of. But this, nevertheless, would not actually be sufficient to cover the enormity of his sin. The reason why Measra Tsang and Woo condonced to these terms was because they had been advised by intimate friends, who urged that, inasmuch as both parties were Chinamen, how could they, Measra Tsang and Woo, have the heart to see him (Lai Ming Chun) put in a gao of the foreigner? So that it would be far better that they should forgive him, but inflict a small penalty by way of a small warning.

It so happened, luckily, that Measra Tsang and Woo's magnanimity proved to be as expansive as the sea, and as capacious as the ocean, and it was thus that the matter was put an end to. This is sufficient to shew that Measra Tsang and Shun are peaceful and quiet men, and that they have done a very good act. But Lai Ming Chun is a man who is very much conceited (*lit.* the night pedestrian who thinks a great deal of himself), and one who falsely dilates in satire and railing. He began life in a very mean position, and is not of a respectable family (i.e. the descendant of the pure and white). While in a menial position, he, moreover, offends his superiors. Therefore it would not be arbitrary were he to be banished beyond the frontiers, nor would it be too much were he to be put to the sword (*lit.* under the axe). Now, that he is only fined in so small a sum, it is indeed his good fortune that he has escaped greater consequences.

## ONE WHO UPHOLDS JUSTICE.

Hongkong, 19th Feb., 1876.

*\* This has reference to a Chinese story, which in its moral, is very similar to the Frog and Bull story in *Esop's Fables*.—Translator.*

## NOTICE.

## Indications.

emigration abroad. They are indeed labouring under a false imputation from which it is now difficult for them to clear themselves. Our office, therefore, in punishing Lai Ming Chun for having done what he ought not to have done, orders him—and he consents—to pay them in the amount of legal expenses; he has also by way of punishment to pay \$25 into the Poor Box for the benefit of the Hongkong Poor. He is further punished by having to pay the expenses of advertising in the Chinese and foreign newspapers in the Colony, three of each, for the period of one month, a notice which will bring before the public his sin in this defamation. Reparations like these will, perhaps, allay in a measure the indignation which Measra Tsang and Woo feel.

When a man finds fault with others he ought in the first instance to enquire whether he himself is unblameable. Now Lai Ming Chun, as a man, is not one who is numbered among the gentry, nor is his name pronounced by the lips of the illustrious. Yet he falsely dilates in slanderous language and spreads diffusely by word of mouth stories to the detriment and pollution of (the good name of) Messrs Tsang and Woo. It was right therefore that Messrs Tsang and Woo sought to sue him in the Courts of Justice, and he was on the eve of being punished by the utmost penalty of the law. Fortunately, however, Messrs Tsang and Woo's magnanimity is expansive as the sea and as capacious as the ocean, and they deal with people liberally; with that end in view, they therefore prefer, instead of punishing him, as he rightly deserves, to forgive him of the enormous crime of which he has been guilty. Having ceased litigation now, they have no resentment against any one, and by so doing, they cherish the friendly tie that exists amongst the Chinese clan. They have also shown that in doing this they are inflicting a lenient punishment for the sake of a great warning. They are indeed fully sustaining the benevolent principles of the great men, and for this act of theirs, may the happiness (or good fortune) of Messrs Tsang and Woo never grow less.

THE UNIVERSAL CIRCULATING HERALD (TSUN WAN YAT PO), Hongkong, February 19, 1876.

## To-day's Advertisements.

FOR SWATOW, AMOY, FOOCHOW, AND TAMSUL.

The Steamship "HAILOONG,"

Captain Abbott, will be despatched for the above Ports on WEDNESDAY, the 23rd instant, at Daylight.

For Freight or Passage, apply to DOUGLAS LAKPAIK & Co. Hongkong, February 21, 1876.

## NOTICE.

COMPAGNIE DES MESSAGERIES MARITIMES.

PAQUEBOT POSTE FRANCAIS.

The Company's Steamship "TAN AIS,"

Captain REYNIER, will be despatched for YOKOHAMA shortly after the arrival of the next French Mail.

G. DE CHAMPEAUX, Acting Agent. Hongkong, February 21, 1876.

## NOTICE.

COMPAGNIE DES MESSAGERIES MARITIMES.

PAQUEBOT POSTE FRANCAIS.

The Company's Steamship "TIGRE,"

Captain BRUNET, will be despatched for SHANGHAI shortly after her arrival from Europe. G. DE CHAMPEAUX, Acting Agent. Hongkong, February 21, 1876.

## RACE HOLIDAYS.

THE Undermentioned Banks will close for Public Business at 12 o'clock, Noon, on THURSDAY, FRIDAY, SATURDAY, the 24th, 25th and 26th instant.

For the "Oriental Bank Corporation," GEO. O. SCOTT, Acting Manager.

For the "Chartered Merchantile Bank of India, London and China," H. H. NELSON, Manager.

For the "Chartered Bank of India, Australia and China,"

THOMAS FORREST, Acting Manager.

For the "Comptoir d'Escompte de Paris," CHAS. DE GUIGNÉ, Manager.

For the "Hongkong and Shanghai Banking Corporation," JAMES GREGG, Chief Manager.

For the "National Bank of India, Ltd," R. H. SANDEMAN, Acting Manager.

Hongkong, February 21, 1876.

## THEATRE ROYAL, CITY HALL.

UNDER THE DISTINGUISHED PATRONAGE OF HIS EXCELLENCY SIR ARTHUR KENNEDY, K.C.M.G., C.B.

THE French "OPERA COMIQUE TROUPE," lately of PARIS, LONDON, ST. PETERSBURG, NEW YORK and SAIGON, Will have the honour of giving their next Performance, on

THURSDAY NEXT,

February 24th, 1876.

## LA HOSE DE St. FLOUR.

OPERA SCENE IN 1 ACT BY OFFENBACH.

Accompaniment by Mr. L'Autun Ophrys, Director.

Admission—Dress Circle and Stalls, 4/-

Back Seats, 3/-, Boxes open at 8 o'clock.

Performance to commence at 8.

Tickets may be had and seats secured at Measra, Krausz & Co., also at the door of the Theatre, on the night of Performance.

For yield of all strength, with selling people for

any thing intraper, but they have not in the course of all their actions done anything objectionable. Unexpectedly, however, a slander came upon them unawares, but of course, when virtue stands high, reproach will come. They were therefore falsely charged by Lai Ming Chun's letter, which

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# SUPPLEMENT TO THE "CHINA MAIL," FEBRUARY 21, 1876.

## SUPREME COURT.

Wednesday, February 16th, 1876.

IN FULL COURT.

## IMPORTANT DECISION.

WHITTALL AND ANOTHER V. BENECKE,  
SOUCHEY AND COMPANY.

Judgment in this case was delivered by the Judges to-day.

In this suit the Hon. James Whittall and Theophilus Gee Linstead, describing themselves as trustees of the estate and effects of John Heard, Augustine Heard, Albert Farley Heard, Robert Inglis Fearn, and Charles Edward Parker, lately trading in copartnership in Hongkong, China, Japan and the United States of America as merchants, and general agents under the style of Augustine Heard & Co., under and by virtue of a certain deed of assignment made and entered into by and between the said Trustees of said firm and their creditors bearing date the 19th April 1875, under the provisions of the Bankrupt Ordinance 1864, are plaintiffs; and Charles Victor Benecke, Henriette Elizabeth Benecke, Otto Augusta Benecke and Ernest Charles Benecke, carrying on business in copartnership in the City of London as bankers under the style or firm of Benecke Souchey & Co., and by amendment, W. H. Breerton, a Trustee named in the last of the mortgage deeds, are defendants.

The prayer of the plaintiffs' petition is that certain Deeds eight in number being assurances by way of mortgage by Augustine Heard & Co. to the defendants, dated respectively three dated 2nd February, three dated the 24th February and two the 13th of April 1875, may be declared void and may be ordered to be set aside.

The plaintiffs alleged that these several deeds were fraudulent preferences by Augustine Heard & Co. against the provisions of the statutes of Elizabeth, and against the provisions of the Bankrupt Ordinance 1864.

The case came on and was heard on November 25th, November 26th, November 20th, December 1st, 2nd, 6th, 8th, 10th, 11th, 13th and 15th, 1876, and at the desire of the Court on February the 7th, 1876, before the Full Court without a jury.

Mr Hayllar, Q.C., and Mr Haudley, instructed by Messrs Caldwell and Breerton, appeared for the plaintiffs. The Attorney General, the Hon. Mr Bramston, and Mr Kingsmill, instructed by Messrs Sharp, Toller and Johnson, appeared for the defendants.

The facts and circumstances appear from the admissions in the pleadings, and from 37 exhibits, and from the *vide viva* examinations of two members of the firm of Augustine Heard & Co., their Bookkeeper and other witnesses.

## JUDGMENT BY HIS HONOR MR. JUSTICE SNOWDEN.

The Honble. Justice Snowden delivered his judgment as follows:—

A joint statement of facts as found by the full Court in this case has been prepared, and is brought into Court and is taken as read, so that it is not necessary to refer to them particularly. I therefore propose only to state the grounds of my decision as briefly as I have found it to be possible consistently with clearness. The different questions of law raised by the learned counsel on either side have been treated minutely, that seeming to be the most convenient course, to follow.

I do not propose to decide what the precise legal definition of the arrangement entered into between Messrs Augustine Heard & Co. and the defendants, Messrs Benecke & Co., should be. I find that a fund amounting to £30,000 was (by the letters of April 10th and August 28th, 1874, or the command of a credit to that amount) placed by the defendants in the hands of Messrs Augustine Heard & Co. for certain special purposes, and on certain fixed terms. One of these terms was a division of profits and losses. So Messrs Benecke, Souchey & Co. provided the capital to carry on certain exchange and loan-advance operations as they may be termed, whilst Messrs Augustine Heard & Co. contributed local experience and knowledge in the manipulation of the capital on the terms of division of profit and loss. Mr Justice Lindley is in his work on partnership, p. 19, that "he is not aware of any case in which persons who have agreed to divide profit and loss have held not to be partners."

In the present case the question of partnership in profits and losses could only extend to £30,000 advanced under the three first credits for £10,000 each. The two last credits for £10,000 each, from a letter from defendants, dated Nov. 6th, 1874, to take the place of credits which had expired or were believed to be about to expire, could not, I think, be included in the partnership capital—if partnership there was—as the agreement limited the capital to £20,000 out at any one time, and these two last credits were used not only without the sanction but in defiance of the express instructions of the defendants and of the agreement made by Augustine Heard & Co.

Without deciding it is necessary to refer to this point because if the agreement was one of partnership and an account must be taken—then to the extent of £30,000 minus the £7,000 more or less remitted—in doubtful if there was any debt for which the defendants could prove in Bankruptcy before an account had been taken and a balance found to be due in respect of which their assets would count under the Deed of Assignment.

If, on the other hand, it was merely an advance, then on misapplication of the proceeds of the letters of credit an immediate debt might accrue; or as one of the bills drawn under these credits were accepted by the defendants until after the date of the registration of the deed of assignment—a debt may have been created *in futuro*—or at any rate an inchoate liability.

This subject will be treated of at greater length by and by.

This affects the question of the various considerations for which the mortgage deeds were given, as they are recited to consist of past debts and present advances, and it was argued by the learned counsel for the defendants that the use of the two last credits, ratified by the defendants, amounted to a present advance which would support the more infirm consideration of an antecedent debt.

The next question for consideration is the effect of the manner in which the

deeds of February 2nd and 24th were prepared and executed.

Now it is shewn that these deeds were prepared in secret, and executed by the grantor—Mr A. F. Heard only, the defendants the grantees being absolutely ignorant that such documents had been made in their favour until some time afterwards. It was argued that such documents are not to be considered deeds capable of conveying any interest in property at all.

But many cases show that deeds made in a similar way and executed by the grantor alone, and even retained under his own control, may be effectual instruments to pass property.

The law is now settled that the question is one of intention. *Wickham v. Xenos*, L. R. 2 H. L. C., is one of the latest authorities on the subject and refers to all the most important previous decisions.

Mr Justice Blackburn says, "No particular technical form of words or acts is necessary to render an instrument the deed of the party making it. The mere affixing of the seal does not make it a deed, but as soon as there are acts or words sufficient to show that it is intended by the party to be executed as his deed presently binding on him, it is sufficient." He goes on to say,

"And it is clear from the authorities as well as from the reason of the thing that the deed is binding on the obligor before it comes into the custody of the obligee, even before he knows of it." Whether if the crisis had passed these deeds would ever have reached the defendants, Messrs Benecke it is unnecessary to speculate, as in the end they were placed in the hands of defendants' agent as deeds passing the property.

This case supports the older cases cited in argument *Exton and Scott*, 6 Sim 81; *Hall v. Palmer*, 13 L. J. Ch. 852; *Fletcher v. Fletcher*, 13 L. J. Chan. 66. Some of these are stronger cases than the one at present under consideration, because the deeds never passed out of the custody of the grantors, and were only found amongst their papers after death.

So Mr A. F. Heard, when he executed these deeds for himself and his partners whose powers of attorney he held, conveyed to the defendants the legal estate in the property comprised in the schedule.

It is admitted that the various considerations recited in the deeds were entirely fictitious unless the use of the £20,000 drawn under the two last credits can be held to be a present advance, and the funds obtained under the three first formed an antecedent debt; but under the circumstances the defendants could not be, I think, prevented from showing any good consideration really existing, and if necessary a Court of Equity could reform a conveyance in this respect.

These six deeds of February 2nd and 24th were kept entirely secret. Now secrecy is not a proof, but one of the signs of fraud; and they were not registered within one month from the date of execution.

This brings me to the next objection made by Mr Hayllar, which is—Are these deeds void as against the Trust deed, not having been registered within one month of the date of their execution, and the Trust deed having been so registered.

The Registration Ordinance is permissive. Deeds, etc., may be registered, and priority is given according to the respective dates of Registration. If deeds, etc., are not registered at all, then the Ordinance makes them void against subsequent *bond fide* purchasers, or mortgages for a valuable consideration. The Trustees under the deed of Trust are such purchasers *bond fide* and for a valuable consideration.

It is not easy to say what the meaning of Section 4 can be. It seems to me that the intention of that Section is to preserve the priority of a deed according to the date of its execution which though executed before it is registered after another deed within one month from date.

The six deeds in question were all registered on April 14th, whilst the Trust deed was not registered before April 23rd. They would therefore in my opinion have priority. The same question does not arise with respect to the two deeds of April 13th as they were registered within one month of their execution and before the Trust deed.

These eight deeds the plaintiffs now seek to set aside, as made by way of fraudulent preference, as amounting to acts of Bankruptcy, and as voluntary, deeds void under 27th Bliz.

These questions may be considered together. If these deeds are void under the act of Eliz., they will be void in Bankruptcy, although the reverse of the proposition does not hold good.

Now the Bankruptcy Ord. No. 5 of 1864, is composed of provisions borrowed partly from 12th and 13th Vict. Ch. 126, and partly from the 24th and 25th Vict. Chap. 134.

Section 98 of the Ord., following Sect. 126 of 12 and 13 Vict. Ch. 126, enacts that if any bankrupt being at the time insolvent shall (except upon marriage of any of his children or for some valuable consideration) have conveyed, assigned, or transferred to any person, any Hereditaments, Offices, Fees, Annuities, Leases, Goods or Chattels, etc., the Court may order the same to be sold and disposed of for the benefit of the creditors under the Bankruptcy. By Sect. 167 of the Ord., which is a verbatim copy of Sect. 198 of 24 and 25 Vict. Ch. 134, it is provided that after the registration of Trust Deeds described in previous Sections, 163-165, the Debtor, certain Creditors and Trustees &c. shall have the benefit of and be liable to all the provisions of the Ord. in the same or like manner, as if the debtor had been adjudged a bankrupt, and the creditors had proved, and the Trustees had been appointed creditors' assignees under such Bankruptcy.

But it has been decided with reference to Sect. 98 of the Ord. (Sect. 126 of 12 and 13 Vict. Ch. 126) that conveyances voidable under that Section must have been made also in contemplation of Bankruptcy, *Morgan v. Brundrett*, 5 B. & A. 268.

Moreover Sect. 103 Ord. protects conveyances made *bond fide* to purchasers without notice of a previous act of Bankruptcy, except conveyances and equitable mortgages made or given by any bankrupt by way of fraudulent preference.

The result therefore is that, even if good under the Statute of Elizabeth conveyances made by way of fraudulent preference and in contemplation of Bankruptcy will be voidable. *Newham v. Stevenson*, 20 L. C. P. 111. Were these deeds then being made when the firm of Aug. Heard & Co. was hopelessly insolvent made for a good consideration, and were they transactions *bond fide* made and entered into and not by way of fraudulent preference—not in contemplation of Bankruptcy. I have no doubt that they were voluntary.

This affects the question of the various considerations for which the mortgage deeds were given, as they are recited to consist of past debts and present advances, and it was argued by the learned counsel for the defendants that the use of the two last credits, ratified by the defendants, amounted to a present advance which would support the more infirm consideration of an antecedent debt.

The next question for consideration is

the effect of the manner in which the

deeds of February 2nd and 24th were prepared and executed.

Now it is shewn that these deeds were prepared in secret, and executed by the grantor—Mr A. F. Heard only, the defendants the grantees being absolutely ignorant that such documents had been made in their favour until some time afterwards. It was argued that such documents are not to be considered deeds capable of conveying any interest in property at all.

But many cases show that deeds made in a similar way and executed by the grantor alone, and even retained under his own control, may be effectual instruments to pass property.

The law is now settled that the question is one of intention. *Wickham v. Xenos*, L. R. 2 H. L. C., is one of the latest authorities on the subject and refers to all the most important previous decisions.

Mr Justice Blackburn says, "No particular technical form of words or acts is necessary to render an instrument the deed of the party making it. The mere affixing of the seal does not make it a deed, but as soon as there are acts or words sufficient to show that it is intended by the party to be executed as his deed presently binding on him, it is sufficient." He goes on to say,

"And it is clear from the authorities as well as from the reason of the thing that the deed is binding on the obligor before it comes into the custody of the obligee, even before he knows of it." Whether if the crisis had passed these deeds would ever have reached the defendants, Messrs Benecke it is unnecessary to speculate, as in the end they were placed in the hands of defendants' agent as deeds passing the property.

In the next place were these deeds made by way of fraudulent preference?

It will be here convenient to quote Lord Hatherley's language in *Ex parte Tempet*, L. R. 6 Chan. Ap. 74. He says, "The principle is that in order to constitute a fraudulent preference the act must be spontaneous and such a consideration would, I think, suffice to support the antecedent advance, and it would be difficult to take the case out of the range of the principle laid down in *Bittleston v. Cooke*, 25 L. J. Ch. 281; *Bills v. Smith*; *Mercur v. Peterson*, L. R. vol. 2, Ex. 304 and 3 Ex. 1; *Ex parte Foxley*, L. R. 3 Chan. Ap. p. 104; *In re Colerene*, L. R. 3 Chan. Ap. p. 71; and *Whitmore v. Claridge*, 38 L. J. Ch. 87, in which conveyances were extracted bearing on the subject, more or less. But really each case rests on its own merits, and there are features in this case distinguishing it from any other I can find in the Reports.

The result is this, in my opinion; if these six conveyances being conveyances of a part only of the debtor's property had been made in consideration of an actual *bond fide* advance, then such a consideration would, I think, suffice to support the antecedent advance, and it would be difficult to take the case out of the range of the principle laid down in *Bittleston v. Cooke*.

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ing it, if the ship's pumps, as in the case of the *Giobith*, were surrounded by flames?" It concludes by strongly urging on the authorities the necessity of providing a steam floating fire engine.

THE HONGKONG NATIVE PRESS. The *Chinese Mail* publishes a translation of a letter which a well-educated Indian had written to the London *Times* from Brighton, protesting against his country being described as barbarous. "It gives a report of the meeting of the China Fire Insurance Company.

The *Chung Nghi San Po* (the Chinese issue of the *Daily Press*) has no editorial in this issue.

The *Universal Circulating Herald* comments on the ill-treatment of Chinese coolies in Cuba and Peru. It hopes the mandarins will not be passive in devising means to rescue these unfortunate people.

## LOCAL AND GENERAL.

We learn that the outward French Mail will leave Saigon to-morrow morning.

H. E. the Viceroy of Canton visited the Bogue Forts yesterday.

At the Peak the maximum temperature during the past week was 64.0, the minimum 49.5; at the Harbour-Master's Office, the maximum was 67.0, the minimum 57.0. 0.04 inch rain fell.

A POLICE notification is given in Saturday's *Gazette* that, unless the goods left in No. 32, Lower Lascar Row by Lan Chi are claimed within fourteen days, they will be sold by auction.

The *Gazette* also contains the "rule of the road" for the race days. If as well carried out as on the last occasion, the Colonists will have no cause to grumble.

The Namhoi Magistrate has been dismissed from office, for a serious affray that had taken place among some gamblers who set up their establishments in front of his yamen. The Canton Viceroy seems to be really in earnest in his desire to put down gambling.

In a Supplement, we publish at length the Judgment delivered by the Full Court on Wednesday, the 16th, in the case of Aug. Heard & Co's Trustees v. Benecke, Souchay & Co. The decision will, most likely, be appealed against. We have remarked on the case in another column.

It is a settled fact that the Chinese will form a trading Company to trade in England. The scheme has so far advanced that an experienced Chinaman, who has had a very good English education and who is now doing business in this Colony and Canton as a merchant and commission agent, has been engaged to proceed to England to represent the company, which will be shortly formed. Perhaps ere 1876 takes leave of us, we shall see two Chinese foreign-trading firms, one in England and one in America.

The 26th inst. is fixed by the Chinese for the erection of the Customs Station on the Patera Island. The Portuguese Government came yesterday to the determination to resist all attempts at violation of the Portuguese rights in the Macao water.

The forts have been got ready for any emergency; the Barra Fort especially is well garrisoned. A detachment of soldiers has been despatched to the other side of the harbour, and hostilities may begin at any moment, as there are three native gunboats in the offing.

As will have been noticed, two advertisements inserted in our Saturday's issue announced the settlement of the libel case in which the Chinese *Universal Circulating Herald* was concerned, by the payment of all costs on the part of the defendant, the insertion of the advertisements in question in all the papers, English and Chinese, of the Colony, and the further payment of £25 to the poor box. This latter sum was handed over to the sitting Magistrate by Mr Denny, the Solicitor for the prosecution, this morning.

The quotation among the Chinese for bank notes was \$0.25 premium per mille last Saturday. It has fallen to \$0 to-day. Clean Mexican dollars were at \$12 premium on the 19th instant, but likewise shared in the decline. They now stand at \$11 per thousand. Sovereigns seem to have gone up, while silver goes down. \$20 gold pieces have advanced 5 cents each, being now quoted at \$20.25. Sovereigns are worth to-day \$5.05 each, being an advance of one cent over the quotation of Saturday. The high rate for gold is unprecedented in this Colony since its foundation.

By the C. M. S. N. Co's steamer *Lee Yuen*, which left the harbour last Saturday, the batch of successful candidates for the Chinese naval cadetships at the Yichoway Ar-

senal departed for the scene of their future career. The *Lee Yuen* was bound for Shanghai, but would call at Foochow on her way in order to land her juvenile passengers. Mr Tong King Sing, the Chief Matager of the C. M. S. N. Company, who was commissioned, in conjunction with Mr Wong Shing, to select the applicants from the Central School, accompanied the boys to deliver them to H. E. Ting Yih Chang, the Governor of Fokien. The original intention was to have 30 boys, but only 22, chiefly selected from the first three classes, were found willing to go. Two Chinese who had been in the service of the Hongkong Government have been engaged to be teachers in English to the boys before they are taught navigation.

THE French Opera Comique Company had a good house on Saturday night, the chief attraction being the selections from *La Vie Parisienne*, and the evening's entertainment may fairly be said to be the best yet offered, as it was certainly the best received. The opening piece, *Le Violoneux*, is a pretty little opera comique by Offenbach; and the rataplan duet between *Father Mathieu* and *Reinette* was very amusingly rendered, and narrowly escaped an encore. The spoken dialogue was, as usual, most spiritedly carried on by the actors, and the whole piece went with that swing and ease which characterize the performance of this troupe. The selection from *La Vie Parisienne* was capitally given, and when the limited resources of the company are taken into consideration, the success is the more pronounced. M. Legros as *Racou de Gadejus* sang well, and carefully, and his acting throughout was easy and natural, whilst M. Pontet as *Frick*, the shoemaker, (afterwards *The Major*), was exceedingly droll. Indeed, as the *Major*, his eccentricities were most mirth-provoking. Madame Doriani, who took the part of *Gabrielle*, the glovemaker (afterwards *The Colonel's Widow*), sang, acted and looked her best, and her rendering of the serio-comic song at the rehearsal of her assumed character was received with rounds of applause, compelling a repetition. Madame Doriani as *Metella* sang better than we have yet heard her, and her scene with *The Major*, who wants to measure her for a pair of shoes, was heartily applauded. The "Tyrolienne" in German was the signal for shouts of laughter from the German portion of the audience, and after the curtain descended, rounds of applause brought the actors on the stage again to repeat it. In fact, the entire performance was a complete success, the only fault perhaps being its comparative shortness. The conductor, M. L'Ansay Céphas, accompanied and directed throughout, and the smoothness with which the selection was given was in no small degree owing to that gentleman's care and skill. We observe that the troupe will give their next performance on Thursday.

HONGKONG AND WHAMPoa DOCK COMPANY, LIMITED.

The following is the Report of the Directors to the Ordinary half-yearly Meeting of Shareholders, to be held at the offices of the Company, Club Chambers, Hongkong, on Monday, the 28th February:

GENTLEMEN.—The Directors have the pleasure to lay before you the usual half-yearly Statement to 31st December, 1875.

The Gross Earnings of the Company for the six months amount to \$290,245.30, on which there is a net profit of \$30,907.27. There were \$11,892 carried forward last half-year to new account, and this sum with the profit just named makes now available \$42,799.06, of which the Directors recommend the following distribution, viz.:

A dividend for the half-year of 2 per cent., \$20,000.00; Bonus to contributing Shareholders, \$4,000.00; Directors' fees, \$2,500.00; Auditors' fees, \$250.00. Total \$26,750.00, leaving a balance to be carried forward to new account of \$16,049.96.

The Directors are disappointed with the small amount of net gain shown on so considerable a sum of gross earnings, and they are giving the working of the business very special attention with a view to a reduction in the cost of labour, and a greater economy generally in the Company's establishments. The Docks have so far this year been remuneratively employed, and the Directors consider prospects for the future are good, notwithstanding the keen competition with which the Company have to contend; and they hope to pay off a portion of the debt of the Company during the coming six months.

Directors.—Mr. R. Deacon resigned on leaving the Colony, and Messrs. A. Oliver and H. Hopkins retire from the Board by rotation, but offer themselves for re-election. Mr. G. B. Emory has been nominated Mr. T. G. Linstead, subject to confirmation by the seat vacated by Mr. Deacon, and his appointment has to be confirmed by the Shareholders.

Auditors.—The accounts have been audited by Messrs. Robinson and Blakeman. The former offers himself for re-election, and the latter having resigned, the Directors have nominated Mr. T. G. Linstead, subject to confirmation by the Shareholders.

Secretary.—The Directors have dispensed with the services of Mr. Robert Duncan as Secretary, and appointed Mr. David Gillies.

W. K. LEWIS, Chairman.

Canton. There was an attractive musical and dramatic Entertainment at Concordia Hall last evening, which was enjoyed by a full house; and the spontaneous applause of the audience attested the general appreciation of the payable and careful manner in which the

talented amateurs, in the respective departments of Music and the Drama, presented the results of their study.

The "Miscellaneous Minstrels" or "Chick-sleepy Choir" were led in the "Kindergarten" by a well-known Amateur of the Piano; who also gratified the audience with several separate airs, in a style and with a volume such as one can only liken to the articulation of an assemblage of mellow-throated birds singing in unison.

The "Sketch" entitled "Cupboard Love" was well rendered as a whole, as illustrative of the moral—"don't strive with poisons or bad appearances"—and the part of Sepia Sprout, in particular, was made very effective by Mr. F. E. Aaron.

The second piece, a Farce entitled "An Ugly Customer," is very good of its class;

and its moral, illustrating the tricks of tradesmen in adulterations, is timely and effectively presented. The several parts were well sustained last evening. That of the retired Grocer, greedy of gain, cowardly as mean, and arbitrary as selfish toward his daughter, was well conceived and acted throughout, by a German gentleman. That of the blustering Captain Snapdragon was well personated and spiritedly acted by Mr. E. D. Siva; presenting the contrast of animal courage and the assumptions of the military caste, (but without high moral instincts), with the cupidity and cowardice of the tradesman. A resident medical practitioner took the less prominent part of the successful suitor for the Grocer's daughter. The female parts were admirably personated;—that of the daughter Sophia, by a young German gentleman;—that of the maid Mary, by a young Caledonian gentleman, who naturally realizes to his audience, in his acting, that he was born to play the part of the fair.

February 19th, 1876.

## Manila.

### SOLOO MEMOS.

Don Estevan Balbas has given \$160 for the first individual act of bravery to be performed by any one below the rank of a commissioned officer—in its absence the amount to go towards defraying cost of the expedition.

Until further notice Manila, together with the seven adjoining provinces, have been proclaimed under martial law. The signal for shouts of laughter from the German portion of the audience, and after the curtain descended, rounds of applause brought the actors on the stage again to repeat it. In fact, the entire performance was a complete success, the only fault perhaps being its comparative shortness. The conductor, M. L'Ansay Céphas, accompanied and directed throughout, and the smoothness with which the selection was given was in no small degree owing to that gentleman's care and skill. We observe that the troupe will give their next performance on Thursday.

HONGKONG AND WHAMPoa DOCK COMPANY, LIMITED.

The wife of the Captain General (the Marchioness of San Rafael) has subscribed \$1,000 towards the cost of the expedition, and will, with her family, accompany her husband as far as Zamboanga.

"Indescribable is the enthusiasm that has reigned all morning (Feb. 6) throughout the suburbs consequent on the departure of the troops for Sooloo.

"At 4 a.m. the streets under transit were all brightly illuminated and decorated with bright hangings and curtains as if a feast day, and such was the case—one, when on which the arms of Spain once and for ever go to punish and humiliate the stupid haughtiness of the Sooloo Moors.

"Details are not within our present scope, the act of departure was solemn and grand. As the steamers left but one great cry was heard 'Viva Espana' from thousands of enthusiastic throats, a cry, that after our own adieu we echo with all our soul.

"The Commander in Chief, H. E. the Marquis of San Rafael in one of the launches from the Captain of the Port, embarked on board the frigate *Carmen* accompanied by a brilliant staff of officers—during the transit from the Palace to the Pier H. E. was cheered by the crowd collected to witness his departure. Military bands of music made the air gay with martial sounds, rockets were let off, bells rung, and in every possible way demonstrations of joy and hope have been shewn that he may shortly return to us covered with laurels.

"May God guide him, and send him back to us, as He will also send back to us all the brave and heroes who accompany him, after having planted in the plains of Sooloo, the ensign of Christianity. With all our power we repeat *Viva Espana*."

Police Intelligence.

(Both Magistrates sitting.)

Feb. 21, 1876.

### MISCONDUCT AS A SERVANT.

Wong Aasi, a chair cooie to Colonel Mogeridge, was charged with absenting himself from the complainant's service on the night of the 19th instant without leave. He did not return till 7 a.m. yesterday. The defendant stated that he had got a sore foot and had gone to get some medicine. Fined 10.

### A BOGIE AND VAGABOND.

Yu Aasi, a boatman, was charged with following after drunken seamen with the object, it is believed, of robbing them. The defendant had been in gaol before. Two months' hard labour.

### HALLOW.

Wan Aiping, a coolie, was sent to three months' hard labour for snatching a pocket book from a Russian steamer who was

making purchases in front of a shop. The pocket book contained \$1.

Chah Adelin, boatman in the employ of Messrs. Lambrert, Atkinson & Co., was charged by Mr. F. R. Roger, with stealing a bottle of jelly, the property of the firm. The complainant saw a bottle of jelly hidden below a paint stand and thinking it was concealed there for the purpose of being removed, he allowed it to remain where it was in order to observe who would remove it. The prisoner was afterwards seen to go to the place and pick up the bottle which he then concealed under his jacket. The defendant said the coolie Yuen A. Iu, told him to put it aside, and to eat it with him. A boatman named Sung Alai was present and heard it. The two men in question were consequently arrested, but there was no evidence against them and they were therefore discharged. The prisoner was sent to four months' hard labour.

DRUNKENNESS.

The following cases of drunkenness were decided to-day:—

Henry Hall, carpenter on board British barque *Kirkland*, and William Starbary, seaman on board British barque *Corsair* were fined 50 cents each.

James Bremer, a private H. M. 28th Regiment, was fined 60 cents and ordered to pay 60 cent amendment to a chair-cooie, for

Sheik Abdoolah, a fireman unemployed, was fined \$2. He was chasing people in the street.

## CORRESPONDENCE.

### A COMPLAINT.

To the Editor of the "CHINA MAIL."

HONGKONG, Feb. 21, 1876.

SIR.—If you will allow me space in your paper, I should like to ask if any policemen were on duty at the Flower Show on Saturday evening; and whether any information can be given by them who the parties were that carried off a large portion of the vegetables, &c., the intrinsic value of which is nil, but in some cases presents may have been made of those things, and it is very annoying to find the articles of value.

Yours &c., AN EXHIBITOR.

## China.

### (N. C. D. News.)

The M. M. str. *Djennah* arrived on 11th at Shanghai, having completed her repairs in Hongkong. On coming up the river, we learn, she fouled the *Menelau*. The *Djennah* damaged two of her boats, and carried away an anchor from the blue-funnel steamer. The damage is inconsiderable.

The annual meeting of the congregation of the Union Chapel was held on the evening of the 9th instant. The report showed that the total income of the year had been Tls. 2,802.98 and the expenditure Tls. 2,726.26, leaving a balance in hand of Tls. 76.72. Besides this there exists a special fund "reserved to provide for the expense of the return of the Rev. James Thomas and his family to England," amounting to Tls. 716.86. The Treasurer complains that he had experienced some difficulty during the year in collecting sufficient funds to meet the expenditure; and had it not been for the liberal response which was made to his application for extra subscriptions, there would have been a balance on the debit side. The difficulty, however, must have been very transitory, as we hear that a project is on foot for building a new Chapel. In some more convenient situation and, if possible, on better acoustic principles than the present one, which leaves much to be desired in both respects. Dr. Johnston, Dr. Winn, and Messrs. Chrystal, MacGregor, Oliphant, Penfold, Seaman, Twombly and Wylie were re-elected Committee for the current year.

The annual meeting of subscribers to Trinity Cathedral was held yesterday (11th) afternoon, at H. E. M.'s Consulate. There was but a limited attendance, and the business was merely formal. The accounts showed that, at the beginning of the year, the balance of the Treasurer's account was Tls. 8,234.12, which had been reduced to Tls. 8,886.01, on the 31st December, chiefly by the amounts written off by the representatives of several subscribers to the Parsonage Loan. Messrs. F. H. Bell and A. A. Kraus were re-elected Trustees, and Mr. F. W. Lernachand, Treasurer. A conversation ensued respecting the appointment of an Assistant Chaplain, at a stipend of \$300 per annum, but the matter was said to be still pending in consequence of the Society not having yet replied to Dean Butcher's letter of July last. It was believed there would be no difficulty experienced in raising the required sum, the stipend now paid to the officiating chaplain at the Seamen's Church, Potting, (which would form part of it), amounting to Tls. 900. The question of the Parsonage Loan was also alluded to, and it was stated that only six subscribers remained who had not written off their claims, and that of these there was only one objector. The meeting, however, considered it was a matter the Trustees could not press; and therefore the stipend now paid to the officiating chaplain, remains in abeyance.

Another illustration of the difficulty of procuring freights for sailing vessels at Shanghai, occurs in the case of the barque *Falcon*, Captain Weatherup, which has been lying in the Hwangpo since the 12th September last. She sailed for New York the other day.

Rumours of trouble encountered by the Yinan expedition were again current yesterday, but floating only in the vaguest way, as on the former occasion. One circumstance which might lead to apprehension is the length of time which has elapsed since we have had any news of the progress of the expedition. The last date was from Chingking, 30th December, received here on the 17th January. Still, regarding this, *Obi* was killed by

popular report before he had time to get clear of Kweshow, we may await further authentic news with tolerable confidence.

Our readers will remember the scheme for reorganising the Government of Manchuria, recently laid before the Throne by the Acting-Governor Taung-shih. This amounted virtually to introducing the Chinese system, and was remarked upon at the time as a curious reversal of the tide of conquest. The *Peking Gazette* of the 30th January gives the Imperial assent to Taung-shih's proposals; as here we have the Chinese, after practically assimilating to themselves the Tartars who came among them, quietly imposing their own system of government on their conquerors, by mere force of numbers and moral pressure.

A large number of packages of North-China produce of various kinds were yesterday shipped from this port to Yokohama, there to

## Mails.

Occidental & Oriental Steamship Company.  
TAKING THROUGH CARGO AND PASSENGERS FOR THE UNITED STATES AND EUROPE, IN CONNECTION WITH THE CENTRAL and UNION PACIFIC AND CONNECTING RAILROAD COMPANIES AND ATLANTIC STEAMERS.

THE S. S. "OCEANIA" will be despatched for San Francisco, via Yokohama, on WEDNESDAY, the 1st March, at 8 p.m., taking Cargo and Passengers for Japan, the United States and Europe. Connection is made at Yokohama, with Steamers from Shanghai.

Freight will be received on Board until 4 p.m. of 29th Instant. Parcel Packages will be received at the Office until 5 p.m. same day; all Parcel Packages should be marked to address in full; value of same is required.

Return Passage Tickets available for 6 months are issued at a reduction of 20 per cent. on regular rates.

For further information as to Freight or Passage, apply to the Agency of the Company, Praya West.

G. B. EMORY, Acting Agent, Hongkong, February 3, 1876.



## STEAM FOR

Singapore, Penang, Point de Galle, Aden, Suez, Malta, Brindisi, Ancona, Venice, Mediterranean Ports, Southampton and London;

Also,

Bombay, Madras and Calcutta.

THE PENTINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY'S Steamship GOCONDA, Captain C. ANDERSON, with Her Majesty's Mails, Passengers, Stores, and Cargo, will leave this for the above places on THURSDAY, the 2nd March, at Noon.

CARGO will be received on board until Noon; SPOILS and PARCELS at the Office until 2 p.m. on the 1st March.

For particulars regarding Freight and Passage, apply at the P. & O. S. N. Co.'s Office, Hongkong.

CONTENTS AND VALUE OF PACKAGES ARE REQUIRED.

A written declaration of the Contents and Value of the Packages for the Overland Route is required by the Egyptian Government, and must be delivered by the Shippers to the Company's Agents with the Bills of Lading, or with Parcels; and the Company do not hold themselves responsible for any detention or prejudice which may happen from incorrectness on such declaration.

Shippers are particularly requested to note the terms and conditions of the Company's Black Bills of Lading.

THE P. & O. S. N. Co. reserve the option of forwarding all Goods shipped by their Steamers for Europe through Egypt, either by Rail, or by Canal in their own Steamers, or in vessels employed for the purpose.

A. MOIVER, Superintendent, P. & O. S. N. Co.'s Office, Hongkong, February 17, 1876.

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U. S. MAIL LINE

PACIFIC MAIL STEAMSHIP COMPANY.

THROUGH to NEW YORK, VIA OVERLAND RAILWAYS, AND TOUCHING AT YOKOHAMA, AND SAN FRANCISCO.

THE S. S. "GREAT REPUBLIC" will leave Hongkong for San Francisco, via Yokohama, on WEDNESDAY, the 10th March, 1876, at 3 p.m., taking Passengers and Freight, for Japan, the United States, and Europe.

Through Passenger Tickets and Bills of Lading are issued for transportation to Yokohama and other Japan Ports, to San Francisco, to ports in Mexico, Central and South America, and to New York and Europe via OVERLAND RAILWAYS.

A Steamer of the Mitsui Bishi S. S. Company will leave Shanghai, via the Inland Sea Ports, about same date, and make close connection at Yokohama.

At New York, Passengers have selection of various lines of Steamers to England, France and Germany.

Freight will be received on board until 4 p.m. 14th Proximo. Parcel Packages will be received at the Office until 5 p.m. same day; all Parcel Packages should be marked to address in full; value of same is required.

For further information as to Passage and Freight, apply to the Agency of the Company, Praya West.

G. B. EMORY, Acting Agent, Hongkong, February 15, 1876.

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## FOR SALE.

## FOR SALE.

SOME very superior OLD PORT WINE, just received, in cases of One or Two Dozen bottles each.

Apply to J. J. de REMEDIOS & Co., Hongkong, February 10, 1876.

mc1

## FOR SALE.

BAHTJEN'S FATIGUE COMPOSITION PAINT, For Ships' Bottoms. Sole Agents for China, F. BLACKHEAD & Co., Hongkong, January 6, 1876.

## Insurances.

QUEEN FIRE INSURANCE COMPANY.

THE Undersigned are prepared to grant Policies against FIRE to the extent of \$45,000 on Buildings, or on Goods stored therein, at current local rates, subject to a Discount of 20% on the Premium.

EDWARD NORTON & Co., Agents, Hongkong, January 1, 1876.

YANG-TSZE INSURANCE ASSOCIATION OF SHANGHAI.

CAPITAL AND SURPLUS, 800,000 TAELS

POLICIES granted on Marine Risks to all parts of the world at current rates. This Association will, until further notice, provide out of the earnings, first for an Interest Dividend of 10% to Shareholders on Capital, and thereafter distributed among Policy holders annually, in cash, ALL the Profits of the Underwriting Business pro rata to amount of premium contributed.

RUSSELL & Co., Agents, Hongkong, July 9, 1876.

LANCASHIRE INSURANCE COMPANY.

(FIRE AND LIFE.)

CAPITAL, TWO MILLIONS STERLING.

THE Undersigned are prepared to grant Policies against the Risk of FIRE on Buildings or on Goods stored therein, on Coals in Mashes, on Goods on board Vessels and on Hulls of Vessels in Harbour, at the usual Terms and Conditions.

Proposals for Life Assurances will be received, and transmitted to the Directors for their decision.

If required, protection will be granted on first class Lives up to £1000 on a Single Life.

For Rates of Premiums, forms of proposals or any other information, apply to ARNOLD, KARBERG & Co., Agents Hongkong & Canton, Hongkong, January 4, 1876.

A. MACG. HEATON, Hongkong, September 27, 1876.

THE CHINA FIRE INSURANCE COMPANY, LIMITED.

HEAD OFFICE—HONG-KONG.

AGENCIES at all the Treaty Ports of China and Japan, and at Singapore, Saigon and Penang.

Risks accepted, and Policies of Insurance granted at the rates of Premium current at the above mentioned Ports.

NO CHARGE FOR POLICY FEES.

JAS. B. COUGHLIN, Secretary, Hongkong, November 1, 1876.

MANCHESTER FIRE ASSURANCE COMPANY OF MANCHESTER AND LONDON.

THE Undersigned have been appointed Agents for the above Company at Hongkong, Canton, Foochow, Shanghai and Hankow, and are prepared to grant Insurances at current rates.

HOLLIDAY, WISE & Co., Hongkong, October 14, 1876.

THE LONDON ASSURANCE.

INCORPORATED BY ROYAL CHARTER OF

His Majesty King George The First, A. D. 1720.

THE Undersigned having been appointed Agents for the above Corporation are prepared to grant Insurances as follows:—

Marine Department.

Policies at current rates payable either here, in London or at the principal Ports of India, China and Australia.

Fire Department.

Policies issued for long or short periods at current rates. A discount of 20% allowed.

Life Department.

Policies issued for sums not exceeding £5,000 on reasonable terms.

HOLLIDAY, WISE & Co., Hongkong, July 26, 1872.

THE HANDBOOK OF BIOGRAPHICAL, HISTORICAL, MYTHOLOGICAL AND GENERAL LITERARY REFERENCE, BY WILLIAM FREDERICK MAYER.

COAL DEPOT.

COALS of every description supplied to

Steamers by the Undersigned.

Orders may be left at the Godown, Wanchi, with Mr. J. MACLEOD, or LEONARD, KWONGHWA, Praya.

LANDSTEIN & Co., Hongkong, November 1, 1875.

H. KRUPP'S CAST STEEL WORKS, Essen (Germany).

SOLE AGENT FOR CHINA,

F. PELL,

HONGKONG, SHANGHAI, COLOGNE (Germany).

WANTED TO PURCHASE.

CHINA REVIEW.

COMPLETE SET OF VOL. I.

SIX DOLLARS WILL BE PAID FOR THE ABOVE.

NOT. 1 AND 2, VOL. I.

NOT. 1, (2 COPIES) AND NO. 2, (1 COPY).

ONE DOLLAR WILL BE GIVEN FOR EACH OF THE ABOVE NO.

APPLY TO THE PUBLISHERS,

CHINA MAIL OFFICE,

PILOTAGE.

VEHICLES inward bound can secure PILOTS from Reef Island, from this date.

Outward bound Vessels can secure FIRST CLASS PILOTS by applying to the Undersigned at Praya Central, No. 29.

The Pilot-boat's Flag is No. 5 at the main-mast.

H. F. STUART,

HONGKONG, APRIL 5, 1876.

APPY TO

J. J. de REMEDIOS & Co.,

HONGKONG, FEBRUARY 10, 1876.

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MANCHESTER FIRE ASSURANCE COMPANY.

THE Undersigned Agents are in receipt

of instructions from the Board of

Directors authorizing them to issue Policies

to the extent of \$10,000 on any one first

class risk, or to the extent of \$15,000 on

adjoining risks at current rates.

A Discount of 20% allowed.

H. F. STUART,

HONGKONG, APRIL 5, 1876.

APPY TO

J. J. de REMEDIOS & Co.,

HONGKONG, FEBRUARY 10, 1876.

mc1

FOR SALE.

BAHTJEN'S FATIGUE

COMPOSITION PAINT,

For Ships' Bottoms.

Sole Agents for China, F. BLACKHEAD & Co.,

Hongkong, January 6, 1876.

mc1

FOR SALE.

DAVID SASSOON, SONS & CO.

HONGKONG, APRIL 5, 1876.

APPY TO

J. J. de REMEDIOS & Co.,

HONGKONG, FEBRUARY 10, 1876.

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## INSURANCES.

THE SOUTH AUSTRALIAN INSURANCE COMPANY, ADELAIDE.

CAPITAL, £500,000.

THE Undersigned having been appointed

Agents for the above Company in

Hongkong, China and Japan, are prepared

to issue Policies of Marine Insurance,

payable in Australia, London, Calcutta,

Bombay, Mauritius, China and Japan at

current rates.

ADAMSON, BELL & CO.,

Hongkong, September 6, 1876.

NOTICE.

ALL Persons holding Warrants against

the Undersigned, as to the

Amount of Premiums, are requested

to present same for payment at

the Hongkong and Shanghai

Bank before the 1st April, 1876, otherwise

their claims will not be recognised.

ADOLPH ANDRE,

F. D. SASSOON,

Liquidator,

SUPPLEMENT  
TO THE  
CHINA MAIL.

HONGKONG, TUESDAY, 22ND FEBRUARY, 1876.

Merchant Vessels in Harbour.

Exclusive of Arrivals and Departures reported to-day.

VESSEL'S NAME.	CAPTAIN.	FLAG AND REG.	TONS.	DATE OF ARRIVAL.	COMMISSIONERS OR AGENTS.	DESTINATION.
<b>HONGKONG</b>						
<b>Steamers</b>						
Abbotsford	Patterson	Brit. str.	640	Feb. 19	19 Jardine, Matheson and Co	
Broadmoor	Marshall	Brit. str.	1425	Feb. 20	20 Adamson, Bell and Co	
Cavill Castle	Coll.	Brit. str.	1410	Feb. 20	20 Adamson, Bell and Co	
Chesunbra	Lange	Brit. str.	1000	Feb. 20	20 Jardine, Matheson and Co	
Chlops	Dryden	Brit. str.	988	Feb. 20	20 Jardine, Matheson and Co	
Columbian	Harvey	Brit. str.	1417	Jan.	20 Jardine, Matheson and Co	
Clymene	Flembeau	Brit. str.	216	Feb.	21 Messageries Maritimes	8'pore & Penang
Galaxy	Galaxy	Brit. str.	1263	Feb.	21 Remond and Co	In dock Keelung
Gunga	Gunga	Brit. str.	109	Feb.	21 Remond and Co	Marsilles, &c.
Hallow	Abbott	Brit. str.	700	Feb.	22 Jardine, Matheson and Co	Manila
Lotus	Gray	Brit. str.	1407	Jan.	22 Jardine, Matheson and Co	Coast Ports, &c.
May-moon	Stevens	Brit. str.	611	Feb.	22 Jardine, Matheson and Co	San Francisco
Metropole	Granger	Brit. str.	1418	Feb.	22 Jardine, Matheson and Co	Cooktown, S'pore
Maharajah	Granger	Brit. str.	994	Feb.	22 Jardine, Matheson and Co	Hongkong
Malcoa	Bernard	Brit. str.	1000	Feb.	22 Jardine, Matheson and Co	Yokohama
Mecca	Johnson	Brit. str.	659	Feb.	22 Jardine, Matheson and Co	Saigon
Montgomeryshire	Starvoek	Brit. str.	1146	Feb.	22 Jardine, Matheson and Co	Macau
Oceanic	Walker	Brit. str.	960	Feb.	22 Kwock Acheong	Swatow
Pavuket	Farrell	Brit. str.	4000	Feb.	22 O. and S. S. Co.	San Francisco
Rajah	Ames	Brit. str.	1000	Feb.	22 Augustine Heard and Co.	Laid up.
Rajahathuanhar	Hansen	Brit. str.	950	Feb.	22 Jardine, Matheson and Co	Swatow
Yannik	Hopkins	Brit. str.	933	Feb.	22 Yuen Fat Hong	Macau
Yottung	Reyner	Brit. str.	1150	Feb.	22 Messageries Maritimes	Yokohama
Schutze	Brit. str.	783	Feb.	22 Messageries Maritimes	Repairing	
<b>Sailing Vessels</b>						
Albatross	Koppenmann	Ger. bk.	877	Feb.	16 Melchers and Co	
America	Koppenmann	Ger. bk.	1219	Feb.	20 Siemsen and Co	
Asia Minore	Gaufrin	Ger. bk.	52	Feb.	14 Landolt and Co.	
August	Ries	Ger. bk.	874	Feb.	14 Landolt and Co.	
August Friedrich	Nielsen	Ger. bk.	420	Feb.	10 Siemsen and Co.	
Borda	Beaufort	Frob.	678	Jan.	25 Order	
Carries	Manson	Brit. str.	840	Feb.	20 Borneo Company	Rangoon
Caroline Magnus	Carr.	Brit. str.	1475	Feb.	20 Wiles and Co	Manila
Centaur	Offerson	Brit. str.	468	Feb.	14 Melchers and Co.	
Chantil	Hervi	Frob.	265	Feb.	21 Carlowitz and Co.	
Christine Oak	Smith	Amer. sh.	963	Nov.	11 Jardine, Matheson and Co.	Tientsin
Christina A. F.	DiGregorio	Amer. sh.	175	Jan.	8 Order	
Colombo	Wildfang	Amer. sh.	547	Feb.	11 Siemsen and Co.	Repairing
Columbo	Honey	Brit. str.	634	Feb.	20 Captain Sande	
Felix	Schavo	Brit. str.	834	Jan.	20 H. K. Muller and Co.	
Flying Eagle	Lulu	Amer. sh.	1544	Jan.	9 Russel and Co.	
Franz	Christiansen	Dan. str.	316	Jan.	20 Edward Schellhaus and Co	Tientsin
Garibaldi	Littlerbrandt	Brit. str.	1004	Feb.	20 Frazer and Co.	Macau
Gryfe	Noyes	Amer. sh.	670	Feb.	18 Frazer and Co.	Portland
Haze	Roberts	Brit. str.	1038	Feb.	24 Vogel, Hagedorn and Co.	San Francisco
Harmonia	Sly	Brit. str.	877	Feb.	27 Order	
Haze	Wylling	Ger. str.	408	Feb.	20 Siemsen and Co.	
Hermann	Wilkinson	Amer. sh.	694	Nov.	21 Vogel, Hagedorn and Co.	New York
Humboldt	Cassell	Brit. str.	834	Jan.	20 H. K. Muller and Co.	
Indra	Sturr	Brit. str.	330	Feb.	17 E. Schellhaus and Co.	
Isles of the South	Bauanu	Ger. str.	358	Feb.	14 P. M. S. S. Co.	Siemsen and Co.
James Wilson	Le Couteur	Brit. str.	526	Feb.	14 Carlowitz and Co.	
James Vinicombe	Le Couteur	Brit. str.	324	Feb.	14 Carlowitz and Co.	
Kam Shum Tse	McPherson	Brit. str.	628	Feb.	14 Carlowitz and Co.	
Kirkland	Ayuen	Siam. str.	528	Feb.	14 Vogel, Hagedorn and Co.	
Kirk	College	Brit. str.	740	Jan.	18 W. T. Young	
Lethbridge Rich	Grove	Dan. str.	220	Feb.	9 Landstein and Co.	
Lee	Colville	Brit. str.	817	Feb.	19 Arnhold, Karberg and Co.	
Lochiel	Ewan	Amer. sh.	1327	Feb.	21 Arnhold, Karberg and Co.	
Lord Macduff	McDonald	Brit. str.	906	Jan.	23 Arnhold, Karberg and Co.	
Luna	Schierloh	Ger. str.	245	Jan.	20 Edward Schellhaus and Co.	
Lucia	Michaelson	Siames. str.	484	Jan.	4 Edward Schellhaus and Co.	
Melita	Kent	Amer. str.	688	Feb.	4 Arnhold, Karberg and Co.	
Nahor	Francosovich	Aust. str.	740	Jan.	15 Arnhold, Karberg and Co.	
Nautlius	Bluekey	Brit. str.	223	Feb.	11 H. K. Muller and Co.	
Noveltie	Ahlmann	Ger. str.	321	Feb.	15 Edward Schellhaus and Co.	
Prosperity	Wolff	Brit. str.	376	Feb.	27 Russell and Co.	Mel. & Sydney
Samuel G. Reed	Moller	Brit. str.	474	Feb.	9 Yuen Fat Hong	
Sarah Nicholson	White	Amer. str.	1073	May	12 Vogel, Hagedorn and Co.	Holland & Oregon
Sharmaine Crown	Selkirk	Brit. str.	393	Jan.	14 Siemsen and Co.	London
Sir Harry Parkes	Saxtorph	Siames. str.	540	Jan.	23 Tuck Mac	
Sir Harry Parkes	Whitney	Amer. str.	490	Jan.	21 Messageries Maritimes	Valparaiso
Sir William Wallace	Colville	Brit. str.	968	Feb.	21	
Spirit of the Age	Johnson	Brit. str.	947	Feb.	7 Order	
Success	Bruhn	Siames. str.	392	Jan.	16 Kim Tye Loung	Mel. & Sydney
Tanunda	Mullin	Amer. str.	1073	May	16 Frizier and Co.	Bangkok
Vesta	Dixie	Brit. str.	802	Jan.	14 Siemsen and Co.	
Victor	Sorensen	Norw. str.	255	Feb.	14 Melchers and Co.	
Victory	Whiting	Brit. str.	255	Feb.	14 Edward Schellhaus and Co.	Tientsin
Zoraya	Scarlett	Brit. str.	283	Feb.	14 Order	
<b>WEAMPONA</b>						
Anna	Jessen	Ger. str.	648	Feb.	16 Wm. Pustau and Co.	
Auguste	Buck	Ger. str.	247	Feb.	20 Edward Schellhaus and Co.	
Kate Tatham	McKersley	Brit. str.	220	Feb.	20 Edward Schellhaus and Co.	
Woga	Mahl	Ger. str.	395	Jan.	20 Siemsen and Co.	Ofcfoo & T'sein
<b>CANTON</b>						
Anny	Drewes	Brit. str.	814	Feb.	18 Siemsen and Co.	Hamburg
Fuyew	Cread	Chi. str.	920	Feb.	21 C. M. S. N. Co.	Shanghai
Fusheng	Cotton	Brit. str.	62	Feb.	18 For Chinese	Shanghai

Men-of-war in Hongkong Harbour.

NAME.	FLAG.	REG.	TONS.	GR.	H.P.	COMMANDER.
Balan	Russian	corvette	2000	...	...	Boyle.
Ching-ting	Chinese	gun boat	150	4	...	D. M. Insp. Gen. Morgan.
Flamer (late Opossum)	British	gun boat	462	...	100	G. E. Buckle.
Frolic	British	gun boat	...	...	...	Conner.
Ling Feng	Chinese	gunboat	...	...	...	Becker.
Meaneas	British	military hospital	239	...	...	R. H. Paul.
Metz	British	gun boat	295	4	60	Longueville.
Metz	British	gun boat	165	6	...	Concorde Parish.
Metz	British	gun boat	165	6	...	O. D. Ayer.
Metz	British	gun boat	165	6	...	Novostolz.
Tsing Po	Chinese	gun boat	165	6	...	
Victor Emmanuel	British	Admiral's flag ship	3000	...	...	
Vigilant	British	despatch vessel	650	2	150	
Vsadnik	Russian	corvette	1089	...	...	

FOOCHOW SHIPPING IN PORT.

MERCHANT SAILING VESSELS.						
Feb. 12, 1876.						
Charlie Palmer	Adel	British barque	American schooner			
Chun Sheng	Albert	British steamer	British barque			
Midge	Alma	British gunboat	American schooner			
Marie Heydorn	Almatia	for Newchwang	German schooner			
*Douglas	Benedicta					